

Fill in this information to identify the case:

Debtor 1	<u>Larry Jones, III</u>
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the : <u>Southern</u>	District of <u>Ohio</u> (State)
Case number	<u>3:16-bk-30398</u>

## Official Form 410S1

# Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: Citibank, N.A., as trustee for CMLTI Asset Trust Court claim no. (if known): 4

Last four digits of any number you use to identify the debtor's account: XXXXXX9827

Date of payment change:  
Must be at least 21 days after date of this notice 12/1/2020

New total payment:  
Principal, interest, and escrow, if any \$1,450.25

### Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

- No  
 Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: \_\_\_\_\_

Current escrow payment: \$ 416.46

New escrow payment : \$ 366.08

### Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate account?

- No  
 Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_

Current interest rate: %

New interest rate: %

Current principal and interest payment: \$ \_\_\_\_\_

New principal and interest payment: \$ \_\_\_\_\_

### Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

- No  
 Yes. Attach a copy of any documents describing the basis for the change, such as repayment plan or loan modification agreement.  
(Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

Current mortgage payment: \$ \_\_\_\_\_

New mortgage payment: \$ \_\_\_\_\_

Debtor 1

Larry Jones, III  
First Name Middle Name Last Name

Case number (if known) 3:16-bk-30398

**Part 4:**

**Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

*Check the appropriate box.*

- I am the creditor.  
 I am the creditor's authorized agent

**I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.**

X /s/Linda St. Pierre \_\_\_\_\_ Date 11/2/2020  
Signature

Print: Linda \_\_\_\_\_ St. Pierre \_\_\_\_\_  
First Name Middle Name Last Name Title Authorized Agent for Creditor

Company McCalla Raymer Leibert Pierce, LLC

Address 1544 Old Alabama Road  
Number \_\_\_\_\_ Street \_\_\_\_\_  
Roswell GA 30076  
City State ZIP Code

Contact phone 860-240-9156 Email Linda.St.Pierre@mccalla.com

In Re:  
Larry Jones

Bankruptcy Case No.: 3:16-bk-30398  
Chapter: 13  
Judge: Guy R Humphrey

CERTIFICATE OF SERVICE

I, Linda St. Pierre, of McCalla Raymer Leibert Pierce, LLC, 1544 Old Alabama Road, Roswell, GA 30076, certify:

That I am, and at all times hereinafter mentioned, was more than 18 years of age;

That on the date below, I caused to be served a copy of the within NOTICE OF MORTGAGE PAYMENT CHANGE filed in this bankruptcy matter on the following parties at the addresses shown, by regular United States Mail, with proper postage affixed, unless another manner of service is expressly indicated:

Larry Jones, III  
5426 Weymouth Court  
Dayton, OH 45426

Kenneth J Krochmal  
4403 North Main Street  
Dayton, OH 45405

*(served via ECF Notification)*

John G. Jansing, Trustee  
131 North Ludlow St Suite 900  
Dayton, OH 45402

*(served via ECF Notification)*

U.S. Trustee  
Asst US Trustee (Day)  
Office of the US Trustee  
170 North High Street  
Suite 200  
Columbus, OH 43215-2417

*(served via ECF Notification)*

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on: 11/3/2020 By: /s/Linda St. Pierre  
(date) Linda St. Pierre  
Authorized Agent for Creditor

LARRY JONES-III  
CANDI M JONES  
4403 N MAIN ST  
DAYTON OH 45405-5039

Loan Number: [REDACTED]  
Analysis Date: 09/28/2020

Customer Service 1-800-495-7166

Monday-Thursday 8:00 a.m. to 9:00 p.m. CT

Friday 8:30 a.m. to 5:00 p.m. CT

Saturday 10:00 a.m. to 4:00 p.m. CT

PRESENT PAYMENT NEW PAYMENT  
effective 12/01/2020

Principal & Interest	\$1,084.17	\$1,084.17
Escrow Payment	\$416.46	\$366.08
Escrow Shortage	\$0.00	\$0.00
Optional Insurance	\$0.00	\$0.00
Other	\$0.00	\$0.00
<b>Total</b>	<b>\$1,500.63</b>	<b>\$1,450.25</b>

**ESCROW ANALYSIS STATEMENT**

At least once every 12 months Fay Servicing, LLC analyzes your escrow account, in accordance with federal regulations, to ensure we collect sufficient funds to pay escrow items when they are due. The escrow account analysis below is an estimate of the activity that will occur in your escrow account over the next 12 months. The analysis will show if you currently have a shortage or overage in your account. This amount will be accounted for in your new monthly escrow payment unless there is an overage amount over \$50. In this case, the full amount of the overage will be refunded to you.

UNDERSTANDING YOUR MONTHLY ESCROW PAYMENT AMOUNT		PROJECTED ESCROW ACTIVITY FOR THE NEXT 12 MONTHS					
		MONTH	PAYMENTS TO ESCROW	PAYMENTS FROM ESCROW	DESCRIPTION	PROJECTED BALANCE	REQUIRED BALANCE
1. Projected Monthly Escrow Payment		Dec-20	366.08	1,297.49	STARTING BALANCE COUNTY 1ST	610.59 -320.82	2,562.58 1,631.17
		Jan-21	366.08	.00		45.26	1,997.25
		Feb-21	366.08	.00		411.34	2,363.33
		Mar-21	366.08	1,798.00	HOMEOWNERS I	-1,020.58	931.41
		Apr-21	366.08	.00		-654.50	1,297.49
		May-21	366.08	.00		-288.42	1,663.57
		Jun-21	366.08	1,297.49	COUNTY 2ND	(c) -1,219.83	(b) 732.16
		Jul-21	366.08	.00		-853.75	1,098.24
		Aug-21	366.08	.00		-487.67	1,464.32
		Sep-21	366.08	.00		-121.59	1,830.40
		Oct-21	366.08	.00		244.49	2,196.48
		Nov-21	366.08	.00		610.57	2,562.56
2. Escrow Surplus/Shortage		<b>TOTAL</b>	<b>\$4,392.96</b>	<b>(a) \$4,392.98</b>			
The minimum escrow balance required in your account is known as the Required Low Point. This is noted as (b) under "Projected Escrow Activity for the Next 12 Months". The Required Low Point is set in accordance with your mortgage contract, state law or federal law. Mortgage insurance, if any, is not included in the Required Low Point calculation. Next, we compare the Projected Low Point (c) to the Required Low Point (b) to determine the overage/surplus: You have a surplus of \$2,991.38 because the Projected Low Point (c) of -\$1,219.83 plus the escrow adjustment* is more than the Required Low Point of \$732.16. *An Escrow Adjustment of \$4,943.37, scheduled to be repaid through the bankruptcy, is included in this calculation. If the surplus is less than \$50.00, it will be spread to the low point "the minimum escrow balance required", which could be spread equally up to 12 months and automatically reduce your monthly payment accordingly. Otherwise, if your loan is contractually current, we will							
3. New Monthly Escrow Payment							
Principal & Interest			\$1,084.17				
Escrow Payment			\$366.08				
Escrow Shortage			\$0.00				
Optional Insurance			\$0.00				
Other			\$0.00				
<b>Total</b>			<b>\$1,450.25</b>				
Effective Date			12/01/2020				

**IMPORTANT MESSAGES**

ACH Debit Borrowers: You have previously authorized Fay Servicing, LLC, to automatically debit your bank account each month for the amount of your monthly payment of principal, interest, and escrow (if applicable). Please note the amount of your next ACH debit will be changed (increase/decrease) to reflect the amount of your new monthly payment as reflected herein. Fay Servicing, LLC, is authorized to debit your bank account each month until you provide written or oral notice to stop. Termination request must be received by Fay Servicing, LLC, at least three (3) business days prior to your next scheduled debit.

Fay Servicing, LLC is a debt collector, and information you provide to us will be used for that purpose. To the extent your original obligation was discharged, or is subject to an automatic stay under the United States Bankruptcy Code, this is being provided for informational purposes only and does not constitute an attempt to collect a debt or impose personal liability. Our office hours are Monday-Thursday 8 A.M. - 9 P.M., Friday 8:30 A.M. - 5 P.M., and Saturday 10 A.M. - 4 P.M. CST. Call today: 1-800-495-7166. NMLS ID# 88244. NC residents: Fay Servicing, LLC, NC Permit Number 112302, 425 S. Financial Pl., Suite 2000, Chicago, IL 60605-6011.

**ESCROW ACCOUNT DISCLOSURE STATEMENT**  
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This is a statement of actual activity in your escrow account from 03/01/2020 through 11/30/2020. This section provides last year's projections and compares it with actual activity.

An asterisk (\*) indicates a difference from a previous estimate either in the date or amount and may be caused by any of the following:

- The actual amount of insurance or taxes paid since your last Escrow Analysis Statement was higher or lower than anticipated
- Additional funds were applied to your escrow account
- The time elapsed between payments to escrow and disbursement from escrow was shorter or longer than anticipated on your last Escrow Analysis Statement.

MONTH	PAYMENTS		DISBURSEMENTS		DESCRIPTION	ESCROW BALANCE	
	PROJECTED	ACTUAL	PROJECTED	ACTUAL		PROJECTED	ACTUAL
03/20	416.46	421.95 *		1,798.00	BEGINNING BALANCE	1,665.91	-464.01
04/20	416.46	416.46			HOMEOWNERS I	2,082.37	-1,840.06 <
05/20	416.46	416.46				2,498.83	-1,423.60
06/20	416.46	416.46 *	1,299.14		COUNTY 2ND	2,915.29	-1,007.14
07/20	416.46	416.46 *		1,297.49	COUNTY 2ND	2,032.61	-590.68
08/20	416.46	416.46				2,449.07	-1,471.71
09/20	416.46	832.92 E			E	2,865.53	-1,055.25
10/20	416.46	416.46 * E	2,399.31		E HOMEOWNERS I	3,281.99	-222.33
11/20	416.46	416.46 E			E	1,299.14	194.13
TOTAL	\$4,997.52	\$4,170.09		\$4,997.59		1,715.60	610.59